

A T T A C H M E N T B

FORM MR-5
May 9, 2005

Bond Number _____
Permit Number _____
Mine Name _____

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas and Mining
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Telephone: (801) 538-5291
Fax: (801) 359-3940

THE MINED LAND RECLAMATION ACT

S U R E T Y B O N D

The undersigned _____, as Principal, and
_____, as Surety, hereby jointly and
severally bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and
severally, unto the State of Utah, Division of Oil, Gas and Mining ("Division") in the penal sum of
_____ dollars (\$ _____).

Principal has estimated in the Mining and Reclamation Plan or Notice approved /accepted by
the Division on the _____ day of _____, 20 ____, that _____ acres of land will be
disturbed by mining operation in the State of Utah.

A description of the disturbed land is attached as "Attachment A" to the Reclamation
Contract, of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal has
satisfactorily reclaimed the disturbed lands in accordance with the approved / accepted Mining and
Reclamation Plan or Notice and has faithfully performed all requirements of the Mined Land
Reclamation Act, and complied with the Rules and Regulations adopted in accordance therewith, then
this obligation shall be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan or Notice provides for periodic partial reclamation of the
disturbed lands, and if the lands are reclaimed in accordance with such Plan or Notice, Act and
regulations, then Principal may apply for a reduction in the amount of this Surety Bond.

In the converse, if the Mining and Reclamation Plan or Notice provides for a gradual increase in the area disturbed or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety.

This bond may be canceled by Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

Principal (Permittee)

By (Name and Title typed):

Signature

Date

Surety Company

Surety Company Name

Street Address

Surety Company Officer

City, State, Zip

Title/Position

Phone Number

Signature

Date

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Attachment B
(revised May 9, 2005)

Bond Number _____
Permit Number _____
Mine Name _____
Other Agency File Number _____

SO AGREED this _____ day of _____, 20 ____.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

John R. Baza, Director
Utah State Division of Oil, Gas and Mining

*NOTE: Where one signs by virtue of Power of Attorney for a Surety, such Power of Attorney must be filed with this bond. If the Operator is a corporation, the bond shall be executed by its duly authorized officer.

_____, 20____